

Contract Agreement  
between the  
Cumberland County Prosecutor



and  
Policeman's Benevolent Association  
Local #396A

Representing the Superior Officers  
of the Cumberland County Prosecutor's Office

January 1, 2011 through December 31, 2014

## ARTICLE I

### PREAMBLE

This Agreement made on this \_\_\_\_ day of \_\_\_\_\_ 2014 by and between the Cumberland County Prosecutor's Office, hereinafter referred to as the "Employer" and the Cumberland County Prosecutors Office Policeman's Benevolent Association Local 396A representing the Sergeants, Lieutenants and Captains, hereinafter referred to as the "PBA" "PBA SOA," "SOA" or "Employees.

## ARTICLE II

### RECOGNITION

The Cumberland County Prosecutor's Office recognizes the Policeman's Benevolent Association Local 396A, Superior Officer's Association, as the exclusive majority representative for the purpose of collective negotiations regarding the terms and conditions of employment of the sworn law enforcement personnel, for the Sergeants, Lieutenants and Captains of the Cumberland County Prosecutor's Office.

## ARTICLE III

### AGENCY SHOP

1. The employer agrees to deduct monthly membership dues for the PBA, from the pay of those who request in writing that such deductions be made. For employees who have not signed and submitted a written authorization allowing the deduction of regular union dues, the Employer will deduct from the wages of such employees an amount not to exceed eighty five percent (85%) of the dues as allowed by New Jersey Law. The amounts to be deducted will be certified to the employer (or his designee in this matter) by the treasurer of the PBA, and the aggregate deductions of all employees will be remitted after each pay period in which the deductions were made to the treasurer of the PBA, together with a list of the names of all employees for whom the deductions were made. It is understood that such authorization will remain in effect for the term of this Agreement, providing it does not contravene any law.
2. Any written designation to terminate the dues deduction of the PBA, and the filing of such notice will be effective to halt full deduction as of the first pay period next after the date on which the notice of withdrawal is filed. Thereafter, deductions will be made in the amount not to exceed eighty five percent (85%).
3. The Employer (or his designee in this matter) agrees that upon request it will deduct dues for individuals and pay such to the PBA as per N.J.S.A. 52:14-15.9e.

4. This article will become effective as of the first pay period in January 2011, after receipt from the PBA of their request for those employees who request in writing that deductions are made, and after certification by the PBA to Employer (or his designee in this matter) of a valid demand and return system as required by N.J.S.A. 34:13A-5.6.

**Union Security Clause:** Employees represented in this collective bargaining unit may not request payroll deduction for the payment of dues to any other labor organization other than the duly certified majority representative. Existing written authorizations for payment of dues to any other labor organization shall be terminated.

#### **ARTICLE IV**

##### **MANAGEMENT RIGHTS**

Except as modified by law or otherwise negotiated by the Cumberland County Prosecutor's Office and the PBA, the rights of the Employer and the PBA shall be respected. The Cumberland County Prosecutor's Office and the employees, as defined, shall maintain all of the statutory rights as defined in N.J.S.A. 2A:157-10 (attached). As stated the employer retains the right to hire, direct and assign the working force, to plan direct and control operations, to introduce new or improved methods of operation and in all respects carry out the ordinary and customary functions of management as allowed by law and this Agreement.

#### **ARTICLE V**

##### **STANDARD OPERATING PROCEDURES**

In accordance with the Employer-Employee Relations Act the Employer shall review and discuss new and/or modified Operating Procedures with the PBA SOA, that effect the PBA SOA, and include them in the establishment of same to ensure equitable and common policies

#### **ARTICLE VI**

##### **WAIVER CLAUSE**

The parties agree that all negotiable items have been negotiated and that this Agreement constitutes the full Agreement of the parties on those items.

#### **ARTICLE VII**

##### **WORK CONTINUITY**

PBA SOA agrees that, for the life of this contract, there will be no strike, slow down, sick out or other similar concerted action, nor will there be any individual action, the purpose of which is to induce the Employee to engage in such prohibitive activity.

## ARTICLE VIII

### **SEVERABILITY**

1. Should any provision of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, severing of such provision will occur. However, severing will only occur after action by a tribunal of highest appeal, if sought.
2. Any severed provision of this Agreement will be subject to immediate renegotiation by the parties to the end of insuring that such provisions are valid within the framework of the law. Only those provisions in dispute will be effected. All other items and conditions of this Agreement will remain in effect.

## ARTICLE IX

### **GRIEVANCE PROCEDURE**

#### **1. Definitions:**

- A. Grievance - an allegation by an Employee that a specific provision of this Agreement has been violated.
- B. Employee - any member of this bargaining unit.
- C. Employer - The Cumberland County Prosecutor

#### **2. Purpose:**

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration; and to have the grievance adjusted without the intervention of the PBA #396A.

#### **3. Presentation:**

The majority representative or his designee shall have the right to present his grievance on his own, or by an attorney, or to designate a representative of PBA #396A to appear with him in accordance with the following steps:

**STEP 1** - The majority representative or his designee will deliver a written and signed grievance to his/her Chief within ten (10) business days of the occurrence of the grievance. The Chief shall render a written decision within ten (10) business days after receipt of same.

**STEP 2** - In the event a satisfactory settlement has not been reached through Step 1 procedures, the employee may file a written signed grievance with the Prosecutor, or his designee, within five (5) business days following the receipt of the decision at Step 1. The Prosecutor shall issue a written decision within twenty (20) days of the filing of the grievance at this level.

**STEP 3** - In the event that the aggrieved person is not satisfied with the decision of the County Prosecutor, the aggrieved person or the PBA #396, on his/her behalf, has fifteen (15) business days within which to notify the Prosecutor, in writing, of his/her intentions to file for binding arbitration.

A. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employees Relations Commission (PERC).

B. The arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

C. The cost for any services incurred for the Arbitrations procedure shall be borne equally by the Employer and the PBA #396A. All other expenses incidental to and arising out of arbitration shall be paid by the party incurring same.

D. The arbitrator's decision will be final and binding on both parties.

The time limits specified in the grievance procedure shall be construed as maximum limits. However, these may be extended upon mutual Agreement between the parties in writing.

## **ARTICLE X**

### **MINOR DISCIPLINE CLAUSE**

Disciplines for penalties which, at minimum, involve a one-day suspension without pay are able to be sent to arbitration. The arbitrator will be decided by both the parties (Employee and Employer). In the absence of an Agreement, such agency shall be the American Arbitration Association.

## **ARTICLE XI**

### **RATES OF PAY**

1. It is jointly recognized by the PBA SOA and the Employer that retention of current employees and the recruitment of future employees are crucial to maintaining the core function of the Cumberland County Prosecutor's Office.

2. A superior officer can be restricted from advancing to the next higher salary only upon documented proof of significant poor work performance and/or disciplinary issues. Such restriction will be done only at the demand of the Prosecutor, and in accordance with NJSA 2A:157-10. If such employee is subsequently cleared of these issues they will be advanced to the appropriate salary step and will be paid any back salary not received as the result of the action.

3. Salary Scale: **ATTACHMENT A**

## **ARTICLE XII**

### **LONGEVITY**

Longevity will be based on the employee's total years of service as a sworn law enforcement officer with the Cumberland County Prosecutor's Office. Longevity payments will be paid in the first pay period following the employee's anniversary date. Payments will be computed as a percentage of the employee's base pay as follows:

<b>Employees hired PRIOR to January 01, 2012</b>	
0.5 %	10-14 years
1.0%	15-19 years
1.5%	20-24 years
2.0%	25+ years

<b>Employees hired ON OR AFTER January 01, 2014</b>		
<b>Sergeants</b>	<b>Lieutenants</b>	<b>Captains</b>
\$501.00	\$559.00	\$609.61
\$1,003.00	\$1,118.00	\$1,219.00
\$1,504.00	\$1,677.00	\$1,829.00
\$2,006.00	\$2,236.00	\$2,438.00

Longevity payments will be paid in the first pay period following the employee's anniversary date.

Commencing on January 1, 2014, longevity payments will be converted in to a dollar amount that corresponds to the percentage value of longevity on that date. This dollar amount schedule shall only apply to employees hired after July, 1 2012.

## **ARTICLE XIII**

### **HOURS OF WORK**

1. The normal work week shall consist of forty (40) hours, Monday through Friday. The regular tour of duty shall consist of eight (8) hours from 8:30am to 4:30pm inclusive of a one hour paid lunch. The Organized Crime Bureau personnel work hours will be determined by the Task Force Commander or his/her designee. Temporary or permanent changes in scheduling (i.e., 10-hour shifts, 12-hour shifts, etc.) can be made only with the approval of the Prosecutor and/or his designee, and with the approval of authorized representatives of PBA Local #396A. Such changes will be requested and approved in writing by the required parties.

2. No employee shall have his or her regular tour of duty or regularly scheduled days off changed without a minimum of 36 hours notice, unless there is a bona fide emergency. The employee shall be given the opportunity to discuss the change with the prosecutor or his designee.

3. No employee shall be required to split hours to avoid overtime.

## ARTICLE XIV

### OVERTIME

1. Overtime shall be paid for all time worked in excess of forty (40) hours per week and eight (8) hours in one work day, and will be calculated at the rate of one and one-half (1-1/2) times the employees regular hourly rate. Vacation leave, holiday leave, sick and personal leave shall count towards the "forty (40) hours worked" overtime compensation requirement.

2. When an employee is required to report to, or leave from, a location different from his/her normal work station, causing travel time in excess of normal travel time, he or she will receive overtime compensation commensurate with that excess time. This provision will apply only to work assignments and investigations, but not to schools, seminars, or training.

3. Employees may elect to take compensatory time in lieu of overtime pay. The time will be awarded as one and one half hours (1-1/2) for each hour of overtime worked, except as outline in Article XIV, Section 6: Holiday Overtime.

4. **Call In:** Except for regular on call duty (Article XIV, Section 5), any employee who is required to and returns to work during periods other than the normal tour of duty shall be paid a minimum of four (4) hours at the appropriate rate as set forth above. Any hours worked in excess of four (4) hours shall be paid at the appropriate rate hour for hour.

5. **On Call Pay:** A minimum of one designated on-call supervisor for the Criminal Investigation Bureau and Organized Crime Bureau will be awarded four (4) hours of straight time pay for the week that he or she is on call. When called back to duty, or responds to a crime scene, he or she will be paid hour for hour at the appropriate rate, with a minimum of one (1) hours pay. The immediate supervisor, or designated on-call supervisor, for Counter-Terrorism operations will be compensated at the rate of (2) hours of straight time pay for each week that he or she is on call. If called back to duty for counter-terrorism issues, such supervisor will be paid hour for hour at the appropriate rate, with a minimum of one (1) hours pay.

6. **Holiday Overtime:** Employees will not receive compensatory time for work performed during a designated holiday. Such employees will only receive financial compensation at the rate of two (2) times their normal rate of pay for all hours worked and their normal salary for said day, during said holiday and in compliance with the forty (40) hour work rules outline in Article XIII, Section 1.

## ARTICLE XV

### HOLIDAY LEAVE

1. All employees will receive the following days recognized as paid holidays:

New Years Day  
Martin Luther King Day  
Washington's Birthday  
Lincoln's Birthday  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
Veterans Day  
General Elections Day  
Thanksgiving Day  
Christmas Day

2. Holidays that fall on a Saturday will be celebrated on the preceding Friday. Holidays that fall on a Sunday will be celebrated on the following Monday.

3. When the employer declares, by formal action, a holiday for all employees, those employees who are required to work will be paid in accordance with the overtime provision outlined in Article XIV, Section 6.

## ARTICLE XVI

### EMERGENCY DAYS

Whenever the Prosecutor, for weather or other reasons, deems an emergency day off and requires that no employees report to work, those employees will be paid the regular days' pay, and will not be required to use personal time off. I.e., vacation, personal compensatory or sick time. Any employee(s) required to report for work during an emergency closings day will be reimbursed no more than eight hours of compensatory time off. Any time beyond the eight hours, within the time period of the emergency day, will only receive financial compensation at the negotiated overtime rate of pay.



## ARTICLE XVI

### VACATION LEAVE

1. Vacation Scale: **ATTACHMENT B**
2. Vacation time will be converted to the hourly format currently in use by Cumberland County. Vacation time will be deducted on an hour-for-hour basis.
3. Annual vacation leave shall be granted in accordance with currently established procedures. In any calendar year that vacation leave, or any parts thereof, is not granted by pressure of work, such vacation leave, or part thereof not granted, shall accumulate and shall be granted during the following year. Not more than five (5) days may be carried over without the specific approval of the Prosecutor. Maximum carry over will be twelve (12) days in one year.

## ARTICLE XVIII

### SICK LEAVE

1. Each employee will be granted annual sick leave as follows: One and one-quarter (1 ¼) working days sick leave with pay for each month of service from and after the date of first appointment and fifteen (15) days each calendar year thereafter. All earned and unused sick leave shall accumulate during the entire tenure of the employee and shall be available for use, with pay, when needed.
2. Sick time shall be converted to the hourly format currently in use by Cumberland County. Sick time will be deducted on an hour-for-hour basis.
3. Any employee who does not expect to report and is utilizing a sick day will notify his/her immediate supervisor by telephone or message at least thirty (30) minutes before the beginning of the tour of duty is to begin.
4. When a member of the PBA SOA retires from the Cumberland County Prosecutor's Office with twenty-five (25) years of service in a credited New Jersey locally or State administered pension system, or is terminated in good standing with fifteen (15) years of service with the Cumberland County Prosecutor's Office, the employee shall be paid for fifty (50%) of all accumulated and unused sick time not to exceed \$17,500, except that for employees hired after May 21, 2010 the amount shall not exceed \$15,000 as provided pursuant to N.J.S.A. 11A:6-19.2. The rate of pay for this sell back shall be the employee's hourly rate of pay at the time of retirement. The Prosecutor must be notified in writing by November 15<sup>th</sup> of the year preceding the employee's anticipated year of retirement so sufficient funds can be appropriated in the following annual budget.
5. Employees transferring from one position to another with Cumberland County will retain all accumulated leave time earned.

6. If any employee is absent for more than five (5) consecutive working days due to illness the Employer may require acceptable evidence on the prescribed form. Absence from duty without departmental approval for more than five (5) days can result in disciplinary action as allowed by law.

7. An employee who has accumulated more than 1040 hours of sick hours, may choose to sell back accrued sick time in any given year for a total of no more than one hundred twenty eight (128) hours at the rate of fifty percent (50%) of their current salary rate. Any request for a sick time buy back must be submitted in writing by December 15<sup>th</sup> of the calendar year prior to which the employee is requesting the sick time sell back. Final payment will be calculated based on the new calendar year's pay scale.

## ARTICLE XIX

### **OTHER LEAVES OF ABSENCE**

Leaves of absence for Employees shall be granted as provided in the NJ Department of Personnel Statutes and Rules and Regulations.

1. **Personal Leave:** Each employee shall annually receive three (3) personal leave days with pay.

Personal leave shall not accumulate year to year and if not used is lost for that year. Employees must notify his or her supervisor at least thirty (30) minutes prior to the tour of duty when using a personal day. Denial of personal days is not allowed when the following reason is given:

- A. Emergencies
- B. Observation of religious day or celebration
- C. Business that is protected under New Jersey and Federal Laws.

Personal leave MAY be taken in conjunction with other types of paid leave.

2. **Military Leave:** Military leave shall be granted to any employee in accordance with current New Jersey State and Federal Laws and in compliance with Cumberland County Policy No. 2.06 dated 8/11/94, providing that such policy is consistent with current laws.

3. **Funeral Leave:** All full-time employees shall be granted a leave of absence not exceeding three (3) working days from the date of death to the day of the funeral because of death of a member of their immediate family; and where the funeral services take place out of State, the leave of absence shall not exceed four (4) working days. Where the body of the deceased is transported into the State of New Jersey, the three (3) days shall be interpreted to mean working days; the three (3) days shall be computed from the time the body of the deceased arrives in New Jersey. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, grandchildren, brother, sister, mother-in-law and father-in-law, step-mother, step-father, step-son, step-daughter, nieces and nephews and members of the family living in the same household with the employee.

4. **Legal Leave:** An employee shall be given time off with pay when performing jury duty or when commanded to appear as a witness before a Legislative Committee in connection with the performance of duty as an employee.

5. **Special Leave of Absence:** An employee in the PBA SOA who is temporarily mentally or physically incapacitated to perform his/her duties may be granted a special leave of absence without pay.

A. Request for this type of leave shall be submitted to the Chief in writing not less than two weeks in advance of the date for which such leave is desired, except in the event of an emergency. The request will state the reasons for the leave and the time requested. Confidentiality will be at the request of the employee.

B. A Leave of Absence will only be approved if the employee has no sick, personal, compensation, or vacation days available.

C. Special Leave, if granted by the Prosecutor, cannot exceed six (6) months.

D. Upon return from an approved Leave of Absence, the employee shall assume his/her prior seniority rights.

E. When an employee is granted a special leave of absence, without pay, no benefits will accrue. The time the employee is on leave does not count for his/her time "on the job." No vacation, personal, sick or other personal leave days will accrue during this time frame. Also, while on a Special Leave, this time will not be counted toward the employee's longevity.

F. Health benefits cease while on a Special Leave of Absence. Employees may, at their option, pay for these benefits for a period not to exceed six months. It shall be the employee's responsibility to make arrangements with the Cumberland County Administration.

6. **Family Leave Act:** An employee shall be permitted to take a leave of absence within the parameters of the current Family Leave Act in any given year of this contract.

## ARTICLE XX

### **WORKER COMPENSATION**

1. When an employee is incapacitated because of an occupational injury or disease (as determined by a physician designated by the Employer's worker's compensation administration), the employee will be paid their full base salary for the initial thirty (30) days of job related disability.

2. If the employee remains incapacitated due to an occupational injury or disease beyond the initial thirty (30) day period he or she will be entitled to worker's compensation benefits as set forth by New Jersey Statute (NJSA 34:15). The Employee will receive the difference between their regular rate of pay and disability or worker's compensation payments that they receive for a period not to exceed one (1) year.

3. Time off for worker's compensation eligible occupational injury or disease shall not be charged against the employee's accumulated sick leave.

4. If the employee remains incapacitated after the initial thirty (30) day period, the county will continue to remit pension contributions for the employee during said worker's compensation leave.

## ARTICLE XXI

### **REIMBURSEMENT FOR EXPENSES**

1. **Travel Allowance:** If an employee shall be required to use a personal vehicle in connection with the performance of official duty, he or she will be reimbursed at the rate of \$.40/mile. Such mileage shall be computed from and returning to the Prosecutor's Office and approved by the Chief.

2. **Meals, Travel & Lodging:** Meals, travel and lodging will be paid for in accordance with the Cumberland County Prosecutor's Office Policy Manual, or any subsequent revisions, relating to reimbursement for such expenses. Meals will be paid at the following rate, unless increased by the Prosecutor's Office or County policy:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$25.00

Receipts will be obtained and submitted by way of office policy to the Chief or his designee and will be reimbursed not later than 30 days after submission.

### **3. Education Policy:**

A. The Employer agrees to reimburse tuition and book costs upon satisfactory completion, up to a maximum of \$1000.00 per year, per employee, for courses that are related to or may lead to the advancement in related positions, as determined by the Employer or his designee.

B. An employee who anticipates making a request for reimbursement must submit such request by November 1<sup>st</sup> of the preceding year so that allowances can be made in the following year's budget.

C. The course must be pre-approved by the Prosecutor or Chief prior to the employee enrolling in the class. No reimbursement will be made for a course not preapproved. Reimbursement will be made only for grades C or higher.

D. All members of the PBA SOA hired and having earned a degree prior to January 1, 2008 will be compensated annually as follows:

\$500.00 for an Associate's Degree or its equivalent

\$1,000.00 for a Bachelors Degree

\$1,500.00 for Masters Degree

\$2,000.00 for a Doctorate Degree

All members of the PBA SOA hired or earning a degree after January 1, 2008 shall receive the aforementioned annual educational stipends only if the Prosecutor declares his or her degree to be job related. The Prosecutor shall not unreasonably declare a degree to be unrelated to one's job. Any dispute as to whether a degree is job related shall be resolved through the Grievance Procedure outlined in Article IX of this Agreement. All monies paid under this provision will be issued in separate check by the County of Cumberland on the last payday in the month of June for each calendar year. The employee must submit proof of said degree to the Employer.

**4. Clothing Allowance:** The PBA SOA and Employer agree that employees will maintain professional dress standards. The Employer will provide a clothing allowance to all employees in the following amounts:

2011 \$ 1,200.00

2012 \$ 1,200.00

2013 \$ 1,200.00

2014 \$ 1,200.00

These amounts will be issued in a separate lump sum check on or about November 15<sup>th</sup> of said years but no later than the last pay day of November of said years.

**5. Indemnification:** The County shall hold an employee harmless from any loss claim or liability to any third person or persona, from all liability for all acts of negligence or negligent failure to act while in the performance of duty when such acts are not willful, malicious, or the result of drunkenness voluntarily induced by the employee, to the extent insurable under the provisions of Comprehensive General Liability insurance policy approved by the State of New Jersey and available for purchase. Said coverage shall include the undertaking of the defense of such claim against the employee.

## ARTICLE XXII

### SENIORITY

1. Seniority is defined as the total continuous length of employment with the Cumberland County Prosecutor's Office as a sworn full time law enforcement officer.

2. Seniority will be based on the superior officer's date of promotion by the Cumberland County Prosecutor. If a question arises concerning two or more employees who were hired on the same date, consideration will be given to the employee's actual date of application. Thereafter, preferences will be given in accordance with the New Jersey Department of Personnel Rules and Regulations.

3. No employee will be promoted to the rank of sergeant until said employee has served a minimum of four (4) continuous years as full time sworn law enforcement officer with Cumberland County Prosecutor's Office. Lieutenants must have a minimum of two years as a sergeant, and the rank of Captain will require a minimum of two years as a Lieutenant, before they can be considered for promotion to that respective rank.

4. In the event that a sergeant's position becomes available, and there are less than four detectives who qualify by the above standard, the Employer reserves the right to reduce this requirement in six month increments until such point there is a sufficient pool of eligible candidates. The ranks of Lieutenant and Captain will require a minimum of two eligible persons, and the same six month increment rule applies if insufficient candidates are eligible.

5. The Employer shall maintain an accurate seniority list to be made available upon request by an PBA SOA representative. Seniority will be a consideration by the Employer in matters pertaining to advancement, transfer or issues that affect the conditions of employment. Seniority cannot be transferred from any other entity and begins on the date of employment, as a detective, with the Cumberland County Prosecutor's Office. Any written formal directive that affects the advancement abilities of an employee, or the seniority ranking of same, will be discussed and agreed to by the Employer and the PBA SOA.

## **ARTICLE XXIII**

### **UNION BUSINESS**

The Employer shall afford the PBA SOA executive officers and/or designated contract negotiators for the union, reasonable time, during normal working hours, to conduct official union business. The Employer shall, upon written request from PBA SOA, make reasonable accommodations to allow at least two designated members to attend outside union business such as conventions, meetings and other legitimate activities pursuant to 40A:14-177. All expenses incurred during such events will be the responsibility of the PBA SOA, except for salaries.

## **ARTICLE XXIV**

### **VEHICLES**

The employer agrees to supply vehicles that conform to the following standards:

1. All vehicles will be mid to full size four door passenger cars and/or SUVs equipped with a minimum of AM/FM radio and air conditioning, or in conformance with current state contract pricing requirements for vehicles. Note: The Organized Crime Bureau (OCB) vehicles will be selected by the Chief with input from the Task Force Commander to conform with the needs of the Organized Crime Bureau. The Prosecutor will have final approval of the recommendation.
2. Vehicles used primarily by investigative personnel will be equipped with adequate emergency lighting and an audible device to conform with the minimum standards established in the New Jersey Attorney General Guidelines relating to Motor Vehicle Pursuits.
3. All vehicles will be kept on a routine maintenance schedule. Vehicles deemed unsafe to operate by a certified mechanic, authorized by the state or county, will be removed from service and immediately repaired, or if that is not possible, said vehicle will be replaced. Sufficient funds must be available in the prosecutor's budget for replacement to take place.
4. The assigned operator of a vehicle agrees to maintain such vehicle in accordance with the specific maintenance guidelines and policies. All damage or other issues relating to the vehicle will be immediately reported to the investigator's supervisor. Each vehicle assigned to the investigator will be maintained by the investigator 24 hours per day and can be used by said investigator within contiguous counties of the Cumberland County Prosecutor's Office, while on duty or on-call, in order to return to duty in a timely fashion if requested. No investigator will operate a vehicle outside this radius for any purpose other than official law enforcement functions as deemed necessary by the immediate supervisor.

## **ARTICLE XXV**

### **HEALTH BENEFITS**

#### **1. Health Insurance.**

- A. The health care plan provided to bargaining unit employees shall be the Horizon Blue Cross/Blue Shield of New Jersey PPO or POS; or any other similar plans made available by Cumberland County.
- B. The existing prescription plan will be modified to a co-pay of \$10.00 for generic prescriptions and \$25.00 for name brand prescriptions (1x for mail order).
- C. In-network coinsurance shall be modified from 90% to 80% (office visits shall remain at 100% subject to a \$20.00 co-pay) and out-of-network coinsurance shall be modified from 70% to 60%. In-network coinsurance shall be limited to \$400.00 per individual and \$800.00 per family. Out-of-network coinsurance shall be limited to \$800.00 per individual and \$1,600.00 per family.
- D. The Employer and/or the Cumberland County administration shall have the right to change health plan providers, change health insurance plans, or implement a self-insured health benefit plan, provided that the benefits and coverage of any new plan are, in the aggregate, substantially equal to the Blue Cross/Blue Shield Blue Plan now in effect as modified above.



Any unresolved disputes regarding whether the benefits and coverage of a proposed new plan are, in the aggregate, substantially equal to the plan now in effect as modified above, may be submitted to expedited arbitration.

E. In the event that the Employer and/or the Cumberland County administration seeks to make any subsequent changes in the delivery of the health care benefits during the remainder of this Agreement, the employer agrees to provide the Union with 30 days notice before any such change is to take place, in order to permit the Union and the employer to meet and discuss the proposed change and the effects of such change on bargaining unit employees.

F. Where an employee has dependent(s) covered under the County Health Benefits Plan, and such dependant(s) subsequently become ineligible to participate in the County Health Benefits Plan due to death, divorce, or otherwise, the employee shall, within thirty (30) days of the event triggering the dependant's ineligibility, notify the County Human Resource Department of the change in coverage. If the employee fails to give said notification, the employee shall reimburse the County for expenditures made relating to the insurance coverage of said dependant(s) during the period of ineligibility. Moreover, the employee's failure to provide timely notice is grounds for discipline.

G. The County dental plan benefit level shall be 50/50 of covered benefit limits with an employee co-pay of 20% of the amount of the premium.

H. The County optical plan coverage employee co-pay shall remain at 20% of the amount of the premium and \$10.00 per examination and \$10.00 per pair of eyeglasses.

**I. Health Insurance Opt Out Clause:**

1. An employee, upon proof of alternative health insurance, can opt out of the county sponsored health benefits plan. Alternate health insurance must be provided from a source other than the county sponsored health benefits plan.

2. Any request to opt out of the exiting plans must be submitted in writing no later than November 15th prior to the year of which the employee wishes to be removed from the county benefit plan. In addition, it will be the responsibility of each employee opting out of the county health benefit plan to disclose any changes in their entitled plan coverage (i.e. birth, death, divorce, etc.) at the time they request to opt out. Failure to disclose a change of health insurance coverage status, may result in forfeiture of opt out payment.

3. Any employee opting out of the county sponsored health benefits plan shall receive a stipend in an amount consistent with the amount issued by the Prosecutor or the County of Cumberland.

4. New employees must enroll in the county sponsored health benefits on their date of employment. They may than elect to opt out the next year.



5. Payment for opting out of health benefits will be made through a separate check issued during the last pay period of the year in which the employee initiates this option. Employee will receive no payment if they opt to re-enter the county sponsored health care plan during that year.

## **ARTICLE XXVI**

### **LIFE INSURANCE**

#### **1. Life Insurance:**

The County shall provide full-time employees with life insurance coverage. The County Employee Group Life Insurance Policy death benefit shall be in the amount of \$15,000.00. When an authorized Leave of Absence without pay due to illness or other emergency leave is granted, life insurance shall be continued for the first thirty (30) days of said leave. When an employee is injured on the job, life insurance benefits may be continued by the County at its discretion for a period not to exceed one year from the date of injury provided said injury is recognized as eligible for worker's compensation.

## **ARTICLE XXVII**

### **RETIREMENT**

1. Employees shall retain all pension rights in accordance with New Jersey State Law. Health Benefits upon retirement will conform with the established protocols of the County of Cumberland.

## **ARTICLE XXVIII**

### **SAFETY AND HEALTH ADMINISTRATION**

1. Employer shall at all times maintain safe and healthful working conditions, and will provide Employees with any wearing apparel, tools or devices reasonably necessary in order to insure safety, health and security.
2. Employer and the PBA SOA shall each designate a safety committee member whose responsibility shall be to investigate and correct any unsafe and unhealthful condition. They shall meet periodically as necessary to view conditions in general and to make recommendations to either, or both parties, when appropriate. Employer may establish reasonable and necessary rules of work and conduct. The Employer will instruct the County of Cumberland to also appoint a safety and health member to the committee to be involved in the above.
3. A designated PBA SOA representative will be included in the future planning or modifications of existing or planned office space.

## **ARTICLE XXIX**

### **SERVICE RECORDS**

All negotiations unit members shall be entitled to inspect his service records, as per NJSA 47:1A-10, upon reasonable request between the hours of 8:30 AM and 4:30 PM on any workday.

## **ARTICLE XXX**

### **NON DISCRIMINATION**

Employer and Employees both recognize that there shall be no discrimination by reason of sex, creed, race or origin insofar as employment is concerned, or insofar as any application for employment is concerned, or as a condition of employment. Employer further agrees that it will not interfere with, nor discriminate against, any Employee because of membership in, or legitimate activity on behalf of the PBA SOA, nor will the Employer encourage membership in any other association or union, or do anything to interfere with the exclusive representation of the PBA SOA in the appropriate bargaining unit.

## **ARTICLE XXXI**

### **ACTING POSITIONS**

Employees shall not be appointed to acting positions. Temporary vacancies shall be filled in accordance with Title 4A of the New Jersey Administrative Code.

## **ARTICLE XXXII**

### **PERSONNEL INFORMATION**

1. Disclosure of personnel records will be done only pursuant to N.J.S.A. 47:1A-10, the "Open Public Records Act" (OPRA).
2. The Employer and the PBA SOA agree that all personnel records of employees shall be maintained in confidence and shall not be disclosed except to authorized persons having expressed written consent from the employee or in accordance with the provisions thereto. An employee shall have the right to receive a copy of any document that is placed in the employee's personnel file. The employee may attach a response to any such document, as may the Employer. The employee will sign a receipt, or any other documentation required by the Employer, acknowledging that he or she received said documents.
3. All disciplinary records on employees, from a written reprimand on up, will be kept in confidential files in the Chief, or designee's office, or suitable secured area designated by the Chief. Each employee will receive a copy of any documents entered into such file and sign any required documents acknowledging receipt. Signing of said documents does not indicate Agreement.

The employee shall retain the right to submit a written response to any such document which shall remain in the file. This in no way limits the employee's right to any other action allowed by law or contract when faced with a disciplinary issue.

### ARTICLE XXXIII

#### NON DEFINED ISSUES

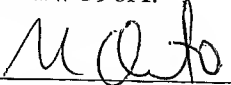
Issues not specifically addressed by this contract will rely on current law and/or current Cumberland County policies for definition and determination.


### ARTICLE XXXIV

#### TERM OF THE CONTRACT

1. This contract shall cover the period Nunc Pro Tunc from January 1, 2011 to December 31, 2014 at 11:59PM.
2. Negotiations for the renewal of this contract, or for the execution of a new contract, shall begin no later than August 1, 2014.
3. This contract shall not be changed or altered in any way during the contract term without the written consent of both parties.
4. If a new contract is not agreed upon by the completion date of this contract, the terms and conditions of this Agreement will remain in effect until such time as a new Agreement is reached. The continuation of this Agreement shall include any and all issues herein.

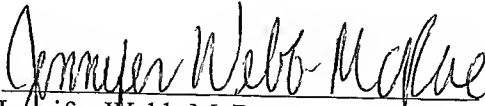
For the Policeman's Benevolent Association,  
Local # 396A:

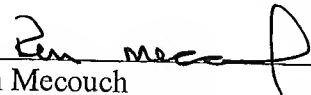
  
\_\_\_\_\_  
Michael Donato  
President PBA 396A SOA

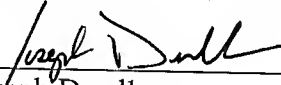
  
\_\_\_\_\_  
George Chopek  
Negotiations Committee PBA 396A

5/6/14  
Date:

For the Employer:

  
\_\_\_\_\_  
Jennifer Webb-McRae  
Cumberland County Prosecutor

  
\_\_\_\_\_  
Ken Mecouch  
Cumberland County Administrator

  
\_\_\_\_\_  
Joseph Derella  
Freeholder Director

5/12/14  
Date:

### ATTACHMENT A (Salary Guide)

Step	1/1/2011 0%	1/1/2012 1.0%	7/1/2012 1.25%	01/1/2013 1.0%	7/1/2013 1.25%	1/1/2014 1.5%
Sergeant	94,488	95,433	96,626	97,592	98,812	100,294
Lieutenant	105,348	106,401	107,731	108,809	110,169	111,821
Captain	114,863	116,012	117,462	118,636	120,119	121,921

### ATTACHMENT B (Vacation Guide)

Vacation Scale	>10 yr (Days)	Hours	10-15 yrs (Days)	Hours	16-20 yrs (Days)	Hours	20+ Yrs (Days)	Hours
Sergeant	21	168	23	184	25	200	27	216
Lieutenant	22	176	24	192	26	208	28	224
Captain	23	184	25	200	27	216	29	232

**END OF  
DOCUMENT!**